



## GENERAL PARTNER SIGNATURE PAGE

for

## AGREEMENT OF PARTNERSHIP

The undersigned hereby executed and acknowledges that attached Agreement of Partnership (the "Partnership Agreement") of \_\_\_\_\_

Company, as of the 27 day of JUNE, 1988, and agrees to become a General Partner thereof in accordance with the terms and provisions of said Partnership Agreement.

SHAFI M. SHARIFAN.

Name of partner

004%

Number of Units

77 YANTECAW AVE

Resid. Address

Bloomfield N.J 07003

City, State, Zip Code

Form of Entity (individual, partnership, corporation, etc.)

Signature(s)

Title (if not an individual)

Date

Social Security or (if applicable) Tax I.D. Number

STATE OF N.J. )

COUNTY OF MIDDLESEX )

SS: 579-96-5131

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared the above-named SHAFI M. SHARIFAN

who acknowledged that he did sign the foregoing Agreement of Partnership of \_\_\_\_\_ as a General Partner thereof and that the same is his own free act and deed,

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27 day of JUNE, 1988.

Notary Public

GERALDINE A. WERT  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 18, 1989

Federal Communications Commission

Docket No. WT02-08 Exhibit No. 24

Presented by \_\_\_\_\_

Disposition { Identified ✓  
Received ✓  
Rejected \_\_\_\_\_

Reporter Hazzard

Date 10/22/02

## SUBSCRIPTION AGREEMENT

The undersigned, having received a copy of the Partnership Agreement and the related documents to which the Partnership Units ("Units") of \_\_\_\_\_ a general partnership (the "Partnership"), are offered for and in consideration of the execution and delivery of a like Subscription Agreement by other investors, hereby agrees to purchase ONE Unit(s) at the price of \$10,000 per Unit, and in consideration therewith to become a Partner of the Partnership.

The undersigned agrees that payment of the full purchase price for each Unit shall be made in cash or check payable to the Partnership with the delivery of this Agreement and all other documents required to be executed by the partners.

In the event that the closing of the sale of the Units does not occur as set forth in the Partnership Agreement or is rejected by the Partnership, then the undersigned's obligations hereunder and this Subscription Agreement shall be null and void and all funds will be returned without interest.

The undersigned hereby represents and warrants to the Partnership and to the other investors that he:

(a) has received, read and understood the Partnership Agreement, Subscription Agreement, and all related documents in connection with this transaction;

(b) is aware that the investment in the Partnership involves certain economic variables and risks that could possibly adversely affect the security of his investment and that by becoming a general partner he will jointly and severally be responsible for all debts, obligations and claims arising from the Partnership business;

the legality of the Partnership or whether the Partnership complies with applicable securities laws of any state, and that TCC will not directly or indirectly manage the affairs of the Partnership;

(h) if the undersigned is a Partnership, Corporation or other entity, that such entity has its principal office and place of business in the State of N.J., or if such entity was formed for the purpose of acquiring Unit(s) in the Partnership, that each and every beneficial owner of such entity is a resident of the State of N.J., and meets all other suitability standards set forth in this Agreement.

The undersigned further represents that he may not cancel, transfer, assign or rescind this Agreement and this Agreement is subject to acceptance or rejection by the Partnership, and in case of rejection all funds will be returned.

The undersigned further represents that the information set forth below is accurate and may be relied upon for all purposes.

SHAFI M. SHARIFAN  
M. RIAHA SHARIFAN  
77 YANTECAW AVE.  
BLOOMFIELD, NJ 07003

101

June 27 1988

55-1/212

Pay to the  
order of

Malecki Ass. Es. Agent for Design Cellars \$ 10,000.<sup>00</sup>/<sub>100</sub>  
Ten thousands ————— Dollars

CHECK NOT VALID FOR UNDER 500 DOLLARS

**MIDLANTIC**

Midlantic National Bank  
2 Broad St., Bloomfield, NJ 07003

Memo

Shafi M. Sharifan

⑆02⑆2000⑆2⑆⑆800⑆0⑆09957⑆0⑆0⑆

## EXHIBIT A

The partners of the General Partnership are:

Terry H. Jones

NAME

39 North Broad Street West Hazelton, Pennsylvania 18201 (717)454-1541

ADDRESS CITY STATE ZIP CODE TELEPHONE

Marie-Nadine Mulvaney

NAME

51 South Bridge Street Somerville, New Jersey 08876

ADDRESS CITY STATE ZIP CODE TELEPHONE

Becky Jo Clark

NAME

114 East Brookwood Drive Clemson, South Carolina 292631 (803)654-9193

ADDRESS CITY STATE ZIP CODE TELEPHONE

Eugene Grumer

NAME

Southwyck Village, Maddaket #7 Scotch Plains, New Jersey 07076 (201)499-0460

ADDRESS CITY STATE ZIP CODE TELEPHONE

George G. Malanga

NAME

33 Lines Avenue Hopatcong, New Jersey 07843 (201)398-7133

ADDRESS CITY STATE ZIP CODE TELEPHONE

Cellular Dream Partnership-Kandace J. Dolphin

NAME

3897 Sylvan Drive, York, Pennsylvania 17402 (717)757-2935

ADDRESS CITY STATE ZIP CODE TELEPHONE

Robert Bernstein

NAME

106 Cranford Avenue Cranford, New Jersey 07016

ADDRESS CITY STATE ZIP CODE TELEPHONE

# CELLULAR APPLICANT QUESTIONNAIRE

Name to be used on Application, i.e., Doe Communications, J & M Communications, etc.

SHAFI M. SHAFI FAN

Name of individual signing Application

Title

(If Applicant is a Corporation, Partnership, Etc.)

711 YANTECAW Ave Bloomfield NJ 07007  
Street Address (Do NOT use P.O. Box) City State Zip Code

Social Security Number or Federal I.D. Number

2011 893-9245 549-96-5131 (201) 227-6460  
Home Phone Number Business Phone Number

Applicant is (Check one):

☒ Individual

☐ Corporation

☐ Partnership

☐ Unincorporated Company

If the ownership interest for married couples or groups of individuals is anything other than equal percentages, please give us full details.

Are all parties, partners or shareholders involved in this application citizens of the United States?

☒ Yes ☐ No If No, please attach an exhibit giving full details.

Is any party, partner or shareholder involved in this application a representative of an alien or foreign government?

☐ Yes ☒ No If Yes, please attach an exhibit giving full details.

If applicant is a partnership, attach a certified partnership agreement as an exhibit hereto or, if an oral partnership, list complete details below.

Are you or any relatives (either individually, or as an owner of five percent or more of any entity) currently applying for, or have ownership in, any license with the Federal Communications Commission? If Yes, which, if any, of these licenses are within fifty miles of the Cellular market you intend to apply for? Please attach a list giving full details, including names, relationship, license, and area for each such person. NO

Has applicant, or any party, partner or shareholder to this application, had any FCC station license or permit revoked or had a license renewal denied by the FCC? ☐ Yes ☒ No

If Yes, attach as an exhibit a statement giving call sign of license or permit revoked and related circumstances.

Has applicant, or any party, partner or shareholder to this application, been adjudged guilty of monopolizing or attempting to monopolize radio communication by any means or unfair method of competition?

☐ Yes ☒ No

If Yes, attach as an exhibit a statement relating to facts.

Has the applicant, or any party, partner or shareholder to this application, ever been convicted of a crime involving a penalty or fine of \$500 or more and/or imprisonment for 6 months or more? ☐ Yes ☒ No

If Yes, attach as an exhibit a statement relating to facts.

Has the applicant, or any party, partner or shareholder to this application, presently a party to any items currently pending as referred to in questions 7, 8, or 9 above? ☐ Yes ☒ No

If Yes, attach as an exhibit a statement relating to facts.

Is the applicant, or any party, partner or shareholder to this application, directly or indirectly affiliated with any entity or person engaged in the business of providing a public wireline telephone service?

☐ Yes ☒ No

If Yes, attach as an exhibit a statement relating to facts.



**Payer's Request for Taxpayer  
Identification Number and Certification**

Give This Form  
to the Payer,  
Middleman, Broker,  
or Barter Exchange

Name as shown on account (If joint account, list first and circle the name of the person or entity whose number you enter in Part I below.)  
SHAFI M SHARIFAN

City, State, and ZIP code  
77 YANTECAW AVE  
Bloomfield N.J 07003

List account number(s)  
here

**Part I Taxpayer Identification Number—For All Accounts**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number. If you do not have a number, see *How to Obtain a TIN*.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on which number to give the payer.

Social security number  
579 : 96 : 5131

OR

Employer identification number  
:

**Part II For Payees Exempt From Backup Withholding (See Instructions)**

**Certification.**—Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item (2) above if you have been notified by IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2). (Also see *Certification under Specific Instructions*.)

Please Sign  
Signature Shafi M. Sharifan Date 6/27/88

**Instructions**

(Section references are to the Internal Revenue Code.)

**Purpose of Form**

Complete this form and give it to the payer of interest, dividends, and certain other payments (including broker and barter exchange transactions) so that you will not be subject to the 20% backup withholding that became effective January 1, 1984.

Use this form to report and certify your taxpayer identification number (TIN) to the payer, to certify that you are not subject to backup withholding because of underreporting interest and dividends on your tax return, and to claim exemption from backup withholding if you are an exempt payee.

If you do not complete this form properly and return it to the payer, the payer may be required to withhold 20% of payments made to you.

**Note:** If a payer gives you a form other than a W-9 to request your TIN, you must use the payer's form.

**What Is Backup Withholding**

The Interest and Dividend Tax Compliance Act of 1983 requires payers to withhold and pay to IRS 20% of payments of interest, dividends, and certain other payments under certain conditions. This is called "backup withholding." If you give the payer your correct TIN, certify your TIN when required, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding.

Payments you receive will be subject to backup withholding if:

- (1) You do not furnish your TIN to the payer, or
- (2) IRS notifies the payer that you furnished an incorrect TIN, or
- (3) You are notified by IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for interest and dividend accounts only), or
- (4) You fail to certify to the payer that you are not subject to backup withholding under (3) above (for interest and dividend accounts opened after 1983 only), or
- (5) You fail to certify your TIN. This applies only to interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

For other payments, you are subject to backup withholding only if (1) or (2) above applies.

Certain payees and payments are exempt from backup withholding and information reporting. See *Payees and Payments Exempt from Backup Withholding*, on this page, and *Exempt Payees and Payments under Specific Instructions*, on page 2, if you are an exempt payee.

**How to Obtain a TIN**

If you do not have a TIN, you should apply for one immediately. To apply for the number obtain Form SS-5, Application for a Social Security Number Card (for individuals), or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), at your local office of the Social Security Administration or the Internal Revenue Service. Complete and file the appropriate form according to its instructions.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the payer. You will then have 60 days to obtain a TIN and furnish it to the payer. During the 60-day period, the payments you receive will not be subject to the 20% backup withholding. However, if the payer does not receive your TIN from you within 60 days, backup withholding will begin and continue until you furnish your TIN to the payer.  
**Note:** Writing "Applied For" on the form means that you have already applied for a TIN, OR that you intend to apply for one in the near future.

As soon as you receive your TIN, complete another Form W-9, include your new TIN, sign and date the form, and give it to the payer.

**Payees and Payments Exempt from Backup Withholding**

The following lists payees that are exempt from backup withholding and information reporting. For interest and dividends, all listed payees are exempt. For broker transactions, payees listed in (1) through (13), and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if paid to payees described in items (1) through (6), except that a corporation that provides medical and health care services or bills and collects payments for such services is not exempt from backup withholding or information reporting. Only payees described in items (2) through (6) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

## EXHIBIT A

The partners of the General Partnership are:

Vincent DiCostanzo

NAME

415 Monroe Avenue	New Milford, New Jersey	07646	(201) 262-8749	
ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE

Jay McInerney

NAME

246 West 11 <sup>th</sup> Street	New York, New York	10014		
ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE

Shafi M. Sharifan

NAME

77 Yantecaw Avenue	Bloomfield, New Jersey	07003	(201) 893-9245	
ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE

Dennis R. Spence

NAME

9 James Street	Bloomfield, New Jersey	07003	(201) 743-1851	
ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE

Joel I. Bunis

NAME

524 Morris Avenue, Apt. 2E	Elizabeth, New Jersey	07208	Bus. (201) 273-2464 (201) 289-2418	
ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE

Nancy Kelner

NAME

38 Georgia Street	Cranford, New Jersey	07016	Bus. (201) 273-3023 (201) 272-9072	
ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE

Edward Rogers

NAME

ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE

EXHIBIT D

The initial Manager of the Partnership is: /

Allan C. Kane

NAME

191 North Avenue East

ADDRESS

Cranford

CITY

New Jersey

STATE

07016

ZIP

201-276-8870

TELEPHONE

TO: Alee Cellular Communications  
FROM: Allan C. Kane, Partnership Manager  
DATE: December 29, 1989  
RE: Change of FCC Counsel

As you know, questions have been raised at the Federal Communications Commission about Contingent Mutual Risk-Sharing Agreements. These questions may result in an FCC inquiry addressing the validity of such Agreements under FCC rules and could affect RSA awards made to parties to such Agreements.

In order to handle these matters, as Partnership Manager, I am recommending a change in the partnership's FCC counsel from William Franklin to the law firm of Hopkins and Sutter. Hopkins and Sutter is a national firm of over 250 lawyers. The Washington, D.C. Office of Chicago's Hopkins and Sutter has a well established communications practice, led by a former FCC General Counsel. It also includes two partners well versed in FCC matters in general, and cellular matters in particular...each who have been practicing communications law in Washington for over 15 years: Neal Goldberg, a former legal adviser to an FCC Commissioner, and Dick Edge, a former FCC common Carrier Bureau staff member who worked on the original cellular proceedings at the FCC.

If you have any questions, please do not hesitate to call this office.

Please sign at the bottom, and have witnessed by two individuals, this letter expressing your agreement to this change of law firms.

Best wishes for 1989/90

Allan C. Kane, Partnership Manager

Date Jan 3, 1990

As a partner in the above General Partnership, I hereby agree by witnessed signature to the transfer of law firms as described above.

Witness M. [unclear] [unclear] Signed [Signature]

Witness [Signature]

AGREEMENT TO RESCIND  
RISK-SHARING AGREEMENT

Pursuant to Section 7.2(c) of the Mutual Contingent Risk-Sharing Agreement of September, 1988, the parties thereto hereby agree to rescind, void and terminate the Agreement thereby placing the parties in the same position as if such agreement had never been entered into. The Rescission may be executed in counterparts. The person executing this Rescission on behalf of the Participant named below represents and warrants that he or she is fully authorized to execute and deliver this Rescission on behalf of such Participant.

Counterpart Signature of

NAME OF PARTICIPANT: SHB- SHARIFEN

Signature: [Signature]

Printed Name & Title  
of Person Signing: \_\_\_\_\_

Date: Jan 3 1995

Witness: Mirco R. [Signature]

Witness: Ali [Signature]

# VOTE

PARTNERSHIP NAME:

Alec Cellular Communication

Date:

9, 15

PARTNER: \_\_\_\_\_

## QUESTION #1:

This question has to do with the decision for the "New Jersey Partnerships" (12) to enter into and to participate in a Profit Sharing arrangement among themselves, so as to reduce the individual Partnerships and Individual risks, as well as to increase the opportunity for the Individual Partnership and Individual to participate in a greater opportunity to share in the potentially greater number of market awards. (Greater profits.)

(The Managing Partner recommends that this matter be approved.)

## YOUR VOTE

- ☒ I vote YES, unreservedly, to approve the PROFIT SHARING PROGRAM and will abide by the conditions of same.
- ☐ I vote AGAINST the PROFIT SHARING PROGRAM and will accept the increased risks and reduced potential profits.

## QUESTION 2

This question involves the inclusion and acceptance of the twelve (12) Cellular Partnerships in the state of Florida, which were organized under the exact and similar arrangements as the New Jersey Partnerships. (12)

The Managing Partners of the Florida group were part and parcel of The Cellular Corporation (TCC) planning for several years and have faithfully followed the same guidelines as those of the original program initiated in New Jersey.

The net result of the combining of the Twenty-four (24) Partnerships into the PROFIT SHARING PROGRAM, will substantially reduce the Individual Partnership risks as well as the Individual risks and at the same time, will substantially increase the Individual Partnerships and Individual Partner opportunity to participate in a greater NUMBER of LARGER markets. ("DIGGER Wins.")

(The Managing Partner recommends that this arrangement be approved.)

## YOUR VOTE

- ☒ I vote YES unreservedly for the acceptance and inclusion the Twelve Florida Partnership to participate on an equal and pro-rata basis with the Twelve (12) New Jersey Partnerships.
- ☐ I vote AGAINST the inclusion of the Twelve Florida Partnerships in the entire program with the Twelve (12) New Jersey Partnerships.

Date:

Sept 15, 1988

Signature

Shaji M. Shaji



GENERAL PARTNER SIGNATURE PAGE

for

AGREEMENT OF PARTNERSHIP

The undersigned hereby executed and acknowledges that attached Agreement of Partnership (the "Partnership Agreement") of \_\_\_\_\_

Company, as of the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, and agrees to become a General Partner thereof in accordance with the terms and provisions of said Partnership Agreement.

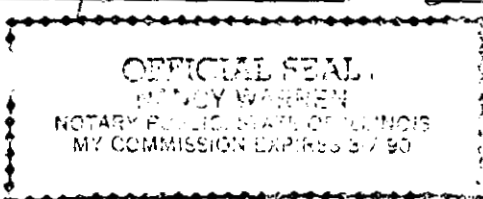
<u>AMIR R. RIAHI</u>	<u>INDIVIDUAL</u>
Name of partner	Form of Entity (individual, partnership, corporation, etc.)
<u>ONE</u>	<u>✓ Amir R. Riahi</u>
Number of Units	Signature(s) Title (if not an individual)
<u>3305 ACORN CT.</u>	<u>7-22-88</u>
Residence Address	Date
<u>'RORA, IL, 60505</u>	<u>361-54-4554</u>
City, State, Zip Code	Social Security or (if applicable) Tax I.D. Number

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS:

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared the above-named Amir R. Riahi

who acknowledged that he did sign the foregoing Agreement of Partnership of \_\_\_\_\_ as a General Partner thereof and that the same is his own free act and deed,

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of September, 1988.



Penny Warren  
Notary Public



Federal Communications Commission

Docket No. W1208 Exhibit No. 25

Presented by \_\_\_\_\_

Disposition { Identified ✓  
Received ✓  
Rejected \_\_\_\_\_

Reporter Hazzard

Date 10/22/02

AMIR R. RIAHI

Name to be used on Application, i.e., Doe Communications, J &amp; M Communications, etc.

AMIR R. RIAHI

Name of individual signing Application

Title

(If Applicant is a Corporation, Partnership, Etc.)

3305ACORN CT.AURORAIL60505

Street Address (Do NOT use P.O. Box)

City

State

Zip Code

361-54-4554

Social Security Number or Federal I.D. Number

(312) 851-1939

Home Phone Number

(312) 844-3620

Business Phone Number

Applicant is (Check one):

☒ Individual☐ Corporation☐ Partnership☐ Unincorporated Company

1. If the ownership interest for married couples or groups of individuals is anything other than equal percentages, please give us full details. \_\_\_\_\_

4. Are all parties, partners or shareholders involved in this application citizens of the United States?

☒ Yes☐ No

If No, please attach an exhibit giving full details.

5. Is any party, partner or shareholder involved in this application a representative of an alien or foreign government?

☐ Yes☒ No

If Yes, please attach an exhibit giving full details.

6. If applicant is a partnership, attach a certified partnership agreement as an exhibit hereto or, if an oral partnership, list complete details below. \_\_\_\_\_

7. Are you or any relatives (either individually, or as an owner of five percent or more of any entity) currently applying for, or have ownership in, any license with the Federal Communications Commission? If Yes, which, if any, of these licenses are within fifty miles of the Cellular market you intend to apply for? Please attach a list giving full details, including names, relationship, license, and area for each such person.

8. Has applicant, or any party, partner or shareholder to this application, had any FCC station license or permit revoked or had a license renewal denied by the FCC? ☐ Yes ☒ No

If Yes, attach as an exhibit a statement giving call sign of license or permit revoked and related circumstances.

9. Has applicant, or any party, partner or shareholder to this application, been adjudged guilty of monopolizing or attempting to monopolize radio communication by any means or unfair method of competition?

☐ Yes☒ No

If Yes, attach as an exhibit a statement relating to facts.

10. Has the applicant, or any party, partner or shareholder to this application, ever been convicted of a crime involving a penalty or fine of \$500 or more and/or imprisonment for 6 months or more? ☐ Yes ☒ No

If Yes, attach as an exhibit a statement relating to facts.

11. Has the applicant, or any party, partner or shareholder to this application, presently a party to any items currently pending as referred to in questions 7, 8, or 9 above? ☐ Yes ☒ No

If Yes, attach as an exhibit a statement relating to facts.

12. Is the applicant, or any party, partner or shareholder to this application, directly or indirectly affiliated with any entity or person engaged in the business of providing a public wireline telephone service?

☐ Yes☒ No

If Yes, attach as an exhibit a statement relating to facts.

FCC EXH 1  
9/9/02  
BWR  
JOKS

## SUBSCRIPTION AGREEMENT

The undersigned, having received a copy of the Partnership Agreement and the related documents to which the Partnership Units ("Units") of \_\_\_\_\_ a general partnership (the "Partnership"), are offered for and in consideration of the execution and delivery of a like Subscription Agreement by other investors, hereby agrees to purchase ONE Unit(s) at the price of 10.00 per Unit, and in consideration therewith to become a Partner of the Partnership.

The undersigned agrees that payment of the full purchase price for each Unit shall be made in cash or check payable to the Partnership with the delivery of this Agreement and all other documents required to be executed by the partners.

In the event that the closing of the sale of the Units does not occur as set forth in the Partnership Agreement or is rejected by the Partnership, then the undersigned's obligations hereunder and this Subscription Agreement shall be null and void and all funds will be returned without interest.

The undersigned hereby represents and warrants to the Partnership and to the other investors that he:

(a) has received, read and understood the Partnership Agreement, Subscription Agreement, and all related documents in connection with this transaction;

(b) is aware that the investment in the Partnership involves certain economic variables and risks that could possibly adversely affect the security of his investment and that by becoming a general partner he will jointly and severally be responsible for all debts, obligations and claims arising from the Partnership business;

the legality of the Partnership or whether the Partnership complies with applicable securities laws of any state, and that TCC will not directly or indirectly manage the affairs of the Partnership;

(h) if the undersigned is a Partnership, Corporation or other entity, that such entity has its principal office and place of business in the State of \_\_\_\_\_, or if such entity was formed for the purpose of acquiring Unit(s) in the Partnership, that each and every beneficial owner of such entity is a resident of the State of \_\_\_\_\_, and meets all other suitability standards set forth in this Agreement.

The undersigned further represents that he may not cancel, transfer, assign or rescind this Agreement and this Agreement is subject to acceptance or rejection by the Partnership, and in case of rejection all funds will be returned.

The undersigned further represents that the information set forth below is accurate and may be relied upon for all purposes.

# ASSIGNMENT AGREEMENT

By execution of this Assignment Agreement, the undersigned Partner (Assignor), of ALEE CELLULAR COMMUNICATIONS, a registered New Jersey Partnership, hereby assigns to AMIR R. RIAHI (Purchaser), all right, title and interest owned by the undersigned in the ALEE CELLULAR COMMUNICATIONS PARTNERSHIP, free and clear of any and all encumbrances, liens, security interests, adverse claims and liabilities. The rights assigned hereunder include, without limitation, all ownership, voting rights, distribution of profit and any other privileges or rights either direct or indirect in any Rural Statistical Areas (RSAs) which have been or may be won in the Federal Communications Commission RSA lotteries commencing September 23, 1988 for the Alaska and Hawaii RSAs, and continuing through the completion of Tier 5 lotteries. The undersigned warrants by signature at the bottom hereof that such signature is genuine and binding. In consideration of this Assignment, Purchaser agrees to pay the Assignor the amount of \$ 10 000.00 (Ten thousand Dollars) and assume all future financial obligations affiliated with his position in the Partnership.

The Assignor acknowledges that it may be necessary for his name to be replaced by Purchaser on the 1.65 Amendment to be filed with the Federal Communications Commission on any ownership exhibits filed with the FCC for lotteries won by ALEE CELLULAR COMMUNICATIONS in Tiers 1 and 2. Assignor agrees to cooperate in any way necessary to assure that this transfer is made as effectively and promptly as possible.

This Agreement contains the entire agreement between Assignor and Purchaser and supersedes all prior oral and written agreements, commitments or understandings with respect to the matters provided herein, and no amendment or modification hereof shall be binding upon any party hereto unless set forth in writing and signed by Assignor and Purchaser. The rights and obligations of the parties hereto shall be governed by the laws of the State of New Jersey. In witness whereof, the parties hereby execute this Assignment Agreement on the dates indicated below.

## PURCHASER:

By Amir R. Riahi

Title: \_\_\_\_\_

## THE ASSIGNOR:

(Insert name of Assignor)

By: Shirley M. Shier

Title: \_\_\_\_\_

Margaret S. McWethy  
Subscribed and sworn to, before me a  
Notary Public.

September 23, 1988  
Date

My Commission Expires:

January 4, 1990

# Identification Number and Certification

Middleman, Broker,  
or Barter Exchange

Please print or type	Name as shown on account (If joint account, list first and circle the name of the person or entity whose number you enter in Part I below.)
	Address
	City, State, and ZIP code

List account number(s) here

## Part I Taxpayer Identification Number—For All Accounts

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number. If you do not have a number, see *How to Obtain a TIN*.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on which number to give the payer.

Social security number  
361 54 4554

OR

Employer identification number

## Part II For Payees Exempt From Backup Withholding (See Instructions)

**Certification.**—Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item (2) above if you have been notified by IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2). (Also see *Certification* under *Specific Instructions*.)

Please Sign Here	Signature 	Date
------------------	--	------

## Instructions

(Section references are to the Internal Revenue Code.)

### Purpose of Form

Complete this form and give it to the payer of interest, dividends, and certain other payments (including broker and barter exchange transactions) so that you will not be subject to the 20% backup withholding that became effective January 1, 1984.

Use this form to report and certify your taxpayer identification number (TIN) to the payer, to certify that you are not subject to backup withholding because of underreporting interest and dividends on your tax return, and to claim exemption from backup withholding if you are an exempt payee.

If you do not complete this form properly and return it to the payer, the payer may be required to withhold 20% of payments made to you.

**Note:** If a payer gives you a form other than a W-9 to request your TIN, you must use the payer's form.

### What Is Backup Withholding

The Interest and Dividend Tax Compliance Act of 1983 requires payers to withhold and pay to IRS 20% of payments of interest, dividends, and certain other payments under certain conditions. This is called "backup withholding." If you give the payer your correct TIN, certify your TIN when required, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding.

Payments you receive will be subject to backup withholding if:

- (1) You do not furnish your TIN to the payer, or
- (2) IRS notifies the payer that you furnished an incorrect TIN, or
- (3) You are notified by IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for interest and dividend accounts only), or
- (4) You fail to certify to the payer that you are not subject to backup withholding under (3) above (for interest and dividend accounts opened after 1983 only), or
- (5) You fail to certify your TIN. This applies only to interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

For other payments, you are subject to backup withholding only if (1) or (2) above applies.

Certain payees and payments are exempt from backup withholding and information reporting. See *Payees and Payments Exempt from Backup Withholding*, on this page, and *Exempt Payees and Payments* under *Specific Instructions*, on page 2, if you are an exempt payee.

### How to Obtain a TIN

If you do not have a TIN, you should apply for one immediately. To apply for the number obtain Form SS-5, Application for a Social Security Number Card (for individuals), or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), at your local office of the Social Security Administration or the Internal Revenue Service. Complete and file the appropriate form according to its instructions.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the payer. You will then have 60 days to obtain a TIN and furnish it to the payer. During the 60-day period, the payments you receive will not be subject to the 20% backup withholding. However, if the payer does not receive your TIN from you within 60 days, backup withholding will begin and continue until you furnish your TIN to the payer.

**Note:** Writing "Applied For" on the form means that you have already applied for a TIN. OR that you intend to apply for one in the near future.

As soon as you receive your TIN, complete another Form W-9, include your new TIN, sign and date the form, and give it to the payer.

### Payees and Payments Exempt from Backup Withholding

The following lists payees that are exempt from backup withholding and information reporting. For interest and dividends, all listed payees are exempt. For broker transactions, payees listed in (1) through (13), and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if paid to payees described in items (1) through (6), except that a corporation that provides medical and health care services or bills and collects payments for such services is not exempt from backup withholding or information reporting. Only payees described in items (2) through (6) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

## EXHIBIT A

The partners of the General Partnership are:

Vincent DiCostanzo

NAME

415 Monroe Avenue	New Milford, New Jersey	07646	(201)262-8749	
ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE

Jay McInerney

NAME

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ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE

Shafi M. Sharifan

NAME

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ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE

Dennis R. Spence

NAME

59 James Street	Bloomfield, New Jersey	07003	(201)743-1851	
RESS	CITY	STATE	ZIP CODE	TELEPHONE

Joel I. Bunis

NAME

524 Morris Avenue, Apt. 2E	Elizabeth, New Jersey	07208	Bus. (201)273-2464 (201)289-2418	
ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE

Nancy Kelner

NAME

38 Georgia Street	Cranford, New Jersey	07016	Bus. (201)273-3023 (201)272-9072	
ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE

Edward Rogers

NAME

ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE
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